

Nicholas Stephens

19983 Forest ave apt 1

Castro Valley Ca 94546

510-586-4420

Nickstephens120@yahoo.com

Pro se

FILED

JUN 26 2024

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Division of San Francisco

NICHOLAS STEPHENS

Plaintiff,

vs.

UNITED PARCEL SERVICE, INC.

Defendant.

) **Case Number: 3:23-cv-06081-JSC**

) **NAME OF DOCUMENT: RESPONSE**

) **OPPOSITION TO MOTION TO DISMISS**

) **CORRECTED AMENDED COMPLAINT**

) **FOR PERSONAL INJURY UNDER**

) **COMMON LAW**

) **JUDGE: Hon. Jacqueline Scott Corley**

) **Dept. 8**

This is a Response to Oppose the motion for dismissal on the submitted corrected complaint for personal injury under common law as I present real triable issues in the least and I request hearing or decision made within 30 days of submission. I will begin and mention **the defense submitted motion to dismiss like others rely on the denial of an assault occurring with numerous case laws and authority points to which Not a single one substantiates any sanctioned supervisorial retaliatory assault and compensation relating to such.** Moreover, the defense fails to present a release of liability document; or formally acknowledge written law conceding from a workers compensation jurisdiction additionally these benefits I am seeking have been denied to myself so a concept of double dipping has not occurred nor can, **I will however include all required liability documents including a letter appropriately titled, "ACCEPTANCE OF LIABILITY" from the defendant attached as exhibit A to this response and also images of an assault documented on CCTV recording obtained by and VIA UPS attached as exhibit B.**

FEDERAL RULES of CIVIL PROCEDURE

Plaintiff reserves the rights associated with the following rules of federal civil procedure. Federal Rule Civil Procedure Rule 12(b)(6) serves as a legal measure for the sufficiency of a complaint. In evaluating the merit of a complaint, the court casts the plea in the plaintiff's favor, assuming all well-pleaded facts to be true and drawing all reasonable advantages in plaintiff's favor. The Rule 12(b)(6) motion was described by the ruling in Gunn v.Continental Casualty Co. (2020). Furthermore, a complaint achieves plausibility when the factual material allows the court to infer that The defendant is responsible for the alleged misconduct, as stated in Ashcroft v. Iqbal (556 U.S. 662, 678, 129 S.Ct.1937, 173 L.Ed.2d 868, 2009). Rule 15(a) is very liberal to a plaintiff with a leave to amend and "shall be freely given when justice so requires."

AmerisourceBergen Corp. v. Dialysist W., Inc., 465 F.3d 946, 951 (9th Cir. 2006). in the situation if this response and filed corrected amended complaint does not meet the federal standard the-

1 pro se plaintiff reserves the right and request a leave to amend per a court order and
2 instruction as allowed before Plaintiff respectfully reserves right to submitted material and
3 exhibits for use throughout proceedings per Federal Rules of Evidence - Article IV, Rule 401:
4 defines relevance. Submitted material may be referred to in court if it is of any tendency to
5 make a fact more or less probable than it would be without the evidence and the fact is of
6 consequence in determining the action, additionally the following rights reserved under Federal
7 Rules of Civil Procedure - Rule 26: guides the general provisions on discovery, stating relevant,
8 non-privileged information that is, or could lead to the discovery of, admissible evidence is
9 discoverable. This response has been checked for compliance with the pleading standard of Fed.
R. Civ. P. 8(a)(2) and 12(b)(6), and the proof standard of Fed. R. Civ. P. 56(a).

10 PROCEDURAL BACKGROUND

11 Prior to the latest hearing in the federal jurisdiction and within the workers compensation
12 jurisdiction, both Judge Erin Finnegan and Presiding Judge Gene Lam denied my request to
13 relinquish jurisdiction or provide explicit guidance on how to proceed. They audaciously challenged
14 me to take this matter up in federal court, following my request for procedural instructions. Both
15 Judge Gene Lam and Judge Erin Finnegan further declined to issue an order for accommodation and
16 job reinstatement, an order for concurrent temporary disability payments, or an order for requested
17 medical treatments. The judges contended that I was not entitled to such benefits, which subsequently
18 led to my filing of a state complaint. I took the opportunity to remind the judges of their obligations
19 under the law, specifically citing CA LAB CODE 124. (a). This provision stipulates that in
20 administering and enforcing this division and Division 4 (commencing with Section 3200), the
21 division is mandated to safeguard the interests of injured workers, ensuring the provision of
22 compensation in a timely manner. An additional crucial point to note is that my union, through a
recommended union attorney, promptly filed a compensation claim on my behalf, aware of the
traumatic brain injury I had sustained and from which I am still recovering. This action was in direct-

1 contravention of CBA terms and what I now perceive as common sense. Subsequently, my attorney
2 resigned in a hasty and reckless manner when I requested him to initiate a lawsuit in state court. This
3 incident occurred less than a year after the date of injury, this is the true procedural background of
4 events that have transpired. Also to **note as fact that a compromise and release has not been filed**
5 **by the defense nor a FORMAL ACKNOWLEDGEMENT OF ASSAULT** in The Federal
6 Jurisdiction A Res judicata, or claim preclusion can not be made as well since compensation has not
7 been received in whole or as titled for assault in whole or any fashion, So **I ask the court to take an**
8 **official judicial notice on the prior submitted exhibit thumb drive that contains the alleged**
9 **assault its nature and the legal argument to be presented per fed rule of civil procedures.** In The
10 Federal jurisdiction, this was all recited and confirmed by The Presiding Judge when asked of the
11 defense, "Did the plaintiff's allegations, indeed, occur?" and "What prevented your client from
12 agreeing to a settlement, hence necessitating this complaint?" The defense's representative, Mr. Prine,
13 confirmed affirmatively, accepting the legitimacy of my claim and injury allegations and simply
14 citing a 'personal matter.' Further confirming the acts of deprivation of rights, **The Judge further**
15 **stated, prompt settlement attempts should be initiated before a revised legal complaint for**
16 **either Title VII of the Civil Rights Act or Personal Injury is filed.** Moreover, The Judge granted
17 allowance for amendments to remove Liberty Mutual from the complaint due to non-liability on
18 compensation sought while correcting the cause of action itself; however **the defense has made a**
19 **recent attempt to reincorporate them into the amended complaint in an attempt to shield from**
20 **liability.** Critical to note on record prior is a 'Exhibit,' a letter invoking liability on behalf of UPS
21 and stating the illegal delay and denial of benefits per a fictitious non-existent agreement made.
22 Equally important, attached **in this response and will be Exhibit A** is the "UPS Business Code of
Conduct policy," mandated adherence by all - including third-party entities. The relationship with
UPS. **After stating a true factual procedural history,** I present this opposition to the motion for
dismissal of the corrected amended personal injury complaint under common law while responding-

[Document title]

PAGE ____ OF ____ [JDC TEMPLATE]

FIRST with a precise definition of a '**Legally Recognizable Duty** and the violation of said **sacred covenant** in various means and methods ' **SECOND**, the clear **EXEMPTION** to a **exclusivity doctrine** and last, **liability** accepted letter sent by defendant.

RESPONSE TO LEGAL DUTY OWED ARGUMENT

(1) A 'Legally Recognizable Duty As affirmed by the **Occupational Safety and Health Act (OSHA)**, nationwide and the **California Labor Code**, an employer bears the essential responsibility of ensuring workforce safety. In this case, the employer failed to uphold this pivotal obligation by exacerbating an existing dispute with a supervisor and ignoring the prescribed protocol for conflict resolution. Consequently, this has had a severe impact on employee wellbeing. The term '**breach of duty**' describes the failure of a responsible party to maintain their pledge to care, which in this case, has been directly attributed to subsequent injuries—a concept known as 'causation.' I urge the court to reflect on the **UPS Business Code of Conduct**, which provides a clear depiction of the working atmosphere within **UPS**. **LEGAL ARGUMENT TO DUTY OWED-** In this particular instance, when my complaint reached the supervisor, **Mr. Martin**, through **UPS manager Mr. Eric Smith** (manager would be termed as a principal if they are seen as directly representing the corporation and making decisions that are aligned with the corporation's objectives and interests. Here Manager Eric is responsible for ensuring continual operations of the facility and the resulting revenue in the interest of **UPS** As a whole. Further defined under **The Restatement (Third) of Agency Law §1.01** defines a principal as: "a person who conducts action through another...on his account." Manager Eric is responsible for the operations of **UPS**), it must be noted that **UPS** prior, as an entity, accepts full responsibility for any misconduct committed by its employees as printed in the **UPS Business Code of Conduct**. **OSHA**, mandates the employer's obligation to foster a work environment devoid of potential hazards. Any aggression towards an employee instigated by an employer command constitutes a **serious breach** of the duties under **OSHA** and the **California Labor Code**. This makes the employer liable in both criminal and tort-

1 law, a truth UPS acknowledges through its publicly accessible 'UPS Business Code of Conduct,'
2 recognizes these responsibilities. Both OSHA and California Labor Code contain prohibitions
3 against retaliation, making it illegal for employers to terminate or penalize employees voicing
4 concerns about workplace safety or health. The noted violation in this case highlights UPS's
5 infraction of these stipulated codes, presenting a worthy case for accountability. I appeal for the
6 court's consideration of the UPS Business Code of Conduct, a document that every employee agrees
7 to. This reinforces the inherent link between UPS and its employees. Any difficulties communicated
8 by an employee are thus, directly acknowledged by UPS. Hence, **when my grievance was made**
9 **known to Supervisor Martin through Operations Manager Mr. Smith a principal of UPS and a**
10 **legally defined representative, also conveying negligence for a wilful act and both delegates**
11 **from UPS, Supervisor Martin was also made aware of my vehicle's location also negligence and**
12 **wilfull on UPS, in all conveying negligence and a willful act.** An omission in the released footage
13 that has caused the resulting significant damages. As inscribed in the UPS Code of Conduct, the
14 company acknowledges culpability for any misbehavior by its employees under applicable law for
15 said violations of a duty owed and sacred implied covenant. Moving forward, a detailed examination
16 of relevant state laws shall be undertaken.

15 **RESPONSE TO LIABILITY UNDER CALIFORNIA STATE LAWS and**

16 **EXEMPTION TO EXCLUSIVITY DOCTRINE**

17 **2) In accordance with the legislative provisions set by the state of California, the following**
18 **exemptions to the exclusivity doctrine are identified and defined:**

19 **CA LAB CODE 3602 (b),** An employee, or their dependents in the event of death or injury, may
20 legally seek damages against their employer under specific circumstances. Notably, if the employee's
21 injury or death is a direct result of a deliberate physical assault by the employer, legal action is
22 permissible. **(A clear EXEMPTION to a exclusivity doctrine of 3601 as cited by the defense and-**

1 also cited is a Key Case Law to my benefit while conveniently denying an assault, lets review
2 The California Supreme Court case Johns-Manville Products Corp. v. Superior Court (1980) 27
3 Cal.3d 465 confirmed the principles of these exceptions, stating the exclusivity rule does not
4 preclude employees from suing their employer when it conceals the existence of the injury or its
5 connection to employment. Further, The California Supreme Court, in the landmark case of
6 *Fermino v. Fedco, Inc.*, (3) held that an employee could still sue her employer outside of the
7 workers' compensation system if an injury is not compensable under workers' compensation.
8 CA CIV CODE 1714, Places the burden of upkeep on the owner of a property to maintain it in
9 a safe condition. The California Supreme Court noted several factors for considering the duty
10 owed by a landowner, including foreseeability of harm, degree of certainty, closeness between
11 action/injury, moral blame, policy of preventing future harm, etc.

12 CA CIV CODE 2338, A principal is liable to third parties for the negligence of his agent during
13 the business transaction, including any wrongful actions the agent undertakes as part of the
14 transaction or any intentful omission to fulfill the obligations of the principal.

15 CA CIV CODE 2339, the principal's responsibility for any wrongful deeds by his agent is
16 limited to those scenarios which were either authorized or ratified by the principal, even when
17 the wrongful actions occurred in the line of duty.

18 CA CIVIL CODE SECTIONS 3281, 3282, and 3283 specify the rights of a person who has
19 endured harm due to the unlawful actions or oversight of another person. This individual is
20 entitled to monetary compensation or damages. 'Detriment' here refers to a loss or harm
21 experienced either in person or property. Further, damages can be awarded in court for any
22 detriment that has occurred post the commencement of proceedings, or is certain to occur in
the future.

POINTS OF AUTHORITY AND LEGAL ARGUMENT

Plaintiff RE-alleges and incorporates the statement of fact to a claim and complaint for-

[Document title]
PAGE ____ OF ____ [JDC TEMPLATE]

1 personal injury under common law to the following cited points of authority and legal
 2 argument. **The Basic Law: In California**, an employer is vicariously liable for the negligent and
 3 wrongful acts of his employees that are committed within the scope of employment. Thus, even if the
 4 employer did nothing wrong and was not negligent itself, if the employee was negligent or acting
 5 wrongfully and a party is injured, the employer is liable. **California Civil Code Section 2338**;
 6 (“Unless required by or under the authority of law to employ that particular agent, a **principal is**
 7 **responsible** to third persons for the negligence of his agent in the transaction of the business of the
 8 agency, including wrongful acts committed by such agent in and as a part of the transaction of such
 9 business, and for his willful omission to fulfill the obligations of the principal.”) *See also Carr v.*
 10 *Wm. C. Crowell Co.* (1946) 28 Cal. 2d 652, 654 (“It is settled that an employer is liable for willful
 11 and malicious torts of his employee committed in the scope of the employment.”). Whether an
 12 employee is acting within the scope of his employment is viewed broadly. *John R. v. Oakland*
 13 *Unified Sch. Dist.* (1989) 48 Cal. 3d 438, 447; “The fact that an employee is not engaged in the
 14 ultimate object of his employment at the time of his wrongful act does not preclude attribution of
 15 liability to an employer. **The Personal Business Test:** Note- that the employer is liable where the
 16 employee is combining his own business with that of his employer, or attending to both at
 17 substantially the same time, no nice inquiry will be made as to which business he was actually
 18 engaged in at the time of injury, unless it clearly appears that neither directly nor indirectly could he
 19 have been serving his employer.” *Carr at 654. Farmers Ins. Grp. v. Cnty. of Santa Clara* (1995) 11
 20 Cal. 4th 992, 1004. “[A]n employee's tortious act may be within the scope of employment even if it
 21 contravenes an express company rule and confers no benefit to the employer.” *Farmers at 1004; see*
 22 *also Perez v. Van Groningen & Sons, Inc.* (1986) 41 Cal. 3d 962, 970 (“the proper inquiry is not
 “whether the wrongful act itself was authorized but whether it was committed in the course of a
 series of acts of the agent which were authorized by the principal.”); *John R. v. Oakland Unified*
Sch. Dist. (1989) 48 Cal. 3d 438, 463-64 (“an employer can be liable for his employee's-

1 unauthorized intentional torts committed within the scope of employment despite lack of benefit to
2 the employer.”). Moreover, even though the employee may be serving his own interests, the
3 employer may still be liable if those personal motivations were generated by or an outgrowth of
4 workplace responsibilities, conditions, or events. *Lisa M. v. Henry Mayo Newhall Mem'l Hosp.*
5 (1995) 12 Cal. 4th 291, 301-02. The key issue is whether the employee's acts were foreseeable as it
6 relates to the employee's scope of employment. However, if the employee's actions were entirely for
7 personal purposes and “substantially deviates” from his employment duties, then the employer may
8 not be held vicariously liable. *Farmers* at 1004-05. For example, “if the employee ‘inflicts an injury
9 out of personal malice, not engendered by the employment’ or acts out of ‘personal malice
10 unconnected with the employment’, or if the misconduct is not an ‘outgrowth’ of the employment,
11 the employee is not acting within the scope of employment. Stated another way, ‘[i]f an employee's
12 tort is personal in nature, mere presence at the place of employment and attendance to occupational
13 duties prior or subsequent to the offense will not give rise to a cause of action against the employer
14 under the doctrine of respondeat superior.’ In such cases, the losses do not foreseeably result from the
15 conduct of the employer's enterprise and so are not fairly attributable to the employer as a cost of
16 doing business.” *Id.* Additionally, “an employer may be liable for an employee's act where the
17 employer either authorized the tortious act or subsequently ratified an originally unauthorized tort.
18 [Citations.] The failure to discharge an employee who has committed misconduct may be evidence of
19 ratification.” *Baptist v. Robinson* (2006) 143 Cal. App. 4th 151, 169; California Civil Code
20 Section 2339. “The theory of ratification is generally applied where an employer fails to investigate
21 or respond to charges that an employee committed an intentional tort, such as assault or battery. . . A
22 principal may be liable when it ratifies an originally unauthorized tort.” *C.R. v. Tenet Healthcare Corp.* (2009) 169 Cal. App. 4th 1094, 1110-11.

CONCLUSION

I humbly ask the court to demonstrate its integrity in the foundations of justice and its duty to preserve such, a foundation made whole into a house of justice by combined principles that make up a judicial system and a place to argue disputes called courts, these foundation principles I humbly ask the court demonstrate are as follow common sense and reason similarly named after series of manifests titled pamphlets of paine and produced by an influential founding father of The United States of America, thomas paine, with that I ask the court to consider the following, Why has the defense not formally acknowledge an assault and responded with this exact quote "Even taking Plaintiff's recounting of the assault is true, UPS cannot be held liable for the damages caused by the willful and unprovoked attack of physical aggression. See Cal. Lab. Code § 3601(a) & (b)". That is a blatant attempt to mislead the court and public and yet the defense submitted countless documents that identify an assault occurred by a legal point of authority and yet I say again while denying the assault? I also ask the court to consider the applicable state laws and why the defense has yet to formally respond to them?. also the courts have to ask what is the paid compensation thus far and its appropriate evidence reflecting such?. Also, why has the defense not submitted any form of a document to prove compensation has been met in all applicable forms under all applicable laws? **common sense and reason would say as i now can convey, it is an elaborate attempt to avoid the inevitable equitable compensation owed with nothing more than recitation of non compatible points of authority and blatant denial.** I now conclude the Response to Oppose the motion for dismissal on the submitted corrected complaint for personal injury under common law as I have now presented real triable issues in the least. I would like to again thank the court truly for the honor of allowing myself a simple samaritan and citizen of this great nation to proceed thus far as I interpret it now to be a serendipity to a legacy of my birth lineage instead a legacy of boxes. Thank you.

Date: 06-26-2024 Respectfully Submitted

Nicholas Stephens

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on June 26th, 2024, to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system per L.R. 5-1. Any party or counsel of record who have not consented to electronic service through the Court's CM/ECF system will be served by electronic mail, first class mail, and/or overnight delivery to as indicated below: on record Attorney for Defendant.

UNITED PARCEL SERVICE, INC.

ROBERT D. PRINE (312432)

robert.prine@dinsmore.com

DINSMORE & SHOHL LLP

655 West Broadway, Suite 800

San Diego, California 92101

Tele: (619) 400-0500

Fax: (619) 400-0501

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Respectfully submitted,

Date:

06-26-2024

Sign Name:

Nicholas Stephens

Print Name:

Nicholas Stephens

[Document title]

PAGE ___ OF ___ [JDC TEMPLATE]

Liberty Mutual Insurance Company

P.O. Box 779008
Rocklin CA 95677



Telephone: (833) 457-4334
Fax: (603) 334-0231

March 8, 2023

NICHOLAS C STEPHENS
19983 FOREST AVE APT 1
CASTRO VALLEY CA 94546

† Corrected Notice (if checked)

RE: Employee: NICHOLAS C STEPHENS
 Employer: UPS
 Claim #: WC648-D27827
 Date of Injury: 03/22/2022
 Underwriting Co: LM Insurance Corporation

**NOTICE REGARDING TEMPORARY DISABILITY BENEFITS
DELAY**

Dear NICHOLAS C STEPHENS:

LM Insurance Corporation is handling your workers' compensation claim on behalf of UPS. This notice is to advise you of the status of disability benefits for your workers' compensation injury on the date shown above.

Although liability for your workers' compensation injury has been accepted, I cannot pay you temporary disability benefits for the period 02/16/2023 through 02/16/2024 at this time because per agreement, TD is deferred pending AME's comments. I need to obtain the following information in order to make a determination: additional discovery. I expect to advise you of the status of these benefits by 05/27/2023. If you are represented, you may contact your attorney with any questions.

Additional information may be found in the publication *Workers' Compensation in California: A Guidebook for Injured Workers*. A complete copy of the Guidebook may be obtained on the Division of Workers' Compensation website (see URL below) or by contacting an Information and Assistance (I&A) Officer of the Division of Workers' Compensation. Temporary Disability is discussed in chapter 5 of the Guidebook.

Correspondence Copy #: 615030860

Guidebook for Injured Workers:

<http://www.dir.ca.gov/InjuredWorkerGuidebook/InjuredWorkerGuidebook.html>

Chapter 5: Temporary Disability:

<http://www.dir.ca.gov/InjuredWorkerGuidebook/Chapter5.pdf>

Chapter 4: Resolving Problems with Medical Care & Medical Reports

<http://www.dir.ca.gov/InjuredWorkerGuidebook/Chapter4.pdf>

The State of California requires that you be given the following information:

You have a right to disagree with decisions affecting your claim. If you have any questions about the information provided to you in this notice, please call, me, Jennifer R Van Zuiden. You also have the right to be represented by an attorney of your choice. However, if you are represented by an attorney, you should call your attorney, not me, Jennifer R Van Zuiden.

For information about the workers' compensation claims process and your rights and obligations, go to www.dir.ca.gov or contact an information and assistance (I&A) officer of the State Division of Workers' Compensation. For recorded information and a list of offices, call (800)736-7401.

Keep this notice. It contains important information about your workers' compensation benefits.

Sincerely,

Jennifer R Van Zuiden
Sr Tech Claims Specialist-WC
(833) 457-4334

Enclosure: X
cc: Monika Hight /Monika Hight
Dennis Popalardo /Boxer and Gerson

Correspondence Copy #: 615030860



CODE OF BUSINESS CONDUCT

PREFACE

The *UPS Code of Business Conduct* (“*Code*”) sets forth standards of conduct for all of UPS. Throughout the *Code*, “UPS” is used to refer to the enterprise as a whole, to each person within it, and to any person or entity who represents UPS or any part of the UPS organization, including suppliers, consultants, and third-party representatives.

Adherence to the *Code* is required of all employees and representatives of UPS. The *Code* is available in various languages on ups.com, UPSers.com, and the Corporate Compliance and Ethics website.

The *Code* provides information about our standards of integrity and explains our legal and ethical responsibilities. It does not address every specific situation or set forth a rule that will answer every question. Rather, it is intended to provide guidance on our responsibilities and to assist in making the correct business decisions. Additional requirements are set forth in detail in various individual compliance programs developed by functional areas that reflect their appropriate expertise and training. It is each person’s responsibility to understand the compliance programs that apply to his or her area of responsibility and to manage the business accordingly.

The *Code* and the *UPS Policy Book* (“*Policy Book*”) are complementary documents that describe our objectives and explain our responsibilities to our company, people, customers, shareowners, and communities. To ensure a complete understanding, discussion of the *Code* or the *Policy Book* at business meetings and other appropriate occasions is encouraged.

Any employee or representative of UPS who violates stated legal or ethical responsibilities will be subject to appropriate discipline, which may include dismissal. Non-compliance with certain aspects of the *Code* and/or the *Business Conduct and Compliance Program* also may subject the individual offender and UPS to civil and/or criminal liability.

CONTENTS

Statement of Policy	iv
Our Commitment to Integrity	1
Our Values and Management Philosophies	2
Reporting Concerns, Asking Questions, and Voicing Opinions	2
No Retaliation	4
Our Company	
Accuracy of Records and Reporting.....	6
Choosing Suppliers and Consultants	6
Company Property and Services.....	7
Confidential and Proprietary Information	8
Copyrighted Material.....	9
Counterfeit Goods	9
Due Diligence of New Business Arrangements	10
Information Privacy	10
Information Security	11
Intellectual Property	12
Records Management.....	12
Trademarks	13
Our People	
Business Continuity Management and Workplace Violence Prevention.....	16
Conflicts of Interest.....	16
Doing Business With UPS.....	17
Drug and Alcohol Policy	17
Employee Ownership of The UPS Store®	18
Employment Outside of UPS	18
Equal Opportunity and Fair Treatment	19
Workplace Health, Wellness, and Safety	20
Our Customers	
Customer Relations.....	22
Doing Business with the Government	22
Gifts and Entertainment	23
Our Shareowners	
Insider Trading	26
Investments	26
Our Communities	
Anti-Corruption Compliance	30
Antitrust/Fair Competition.....	31
Boycotts, Embargoes, and Restrictive Trade Practices	32
Environmental Protection	32
Government Controls for Transnational Shipments.....	33
Human Rights	34
Political Activities and Contributions.....	34
Transacting Transnational Business	35
Transportation Regulations	35
Index	37
How to Suggest Changes to the <i>Code of Business Conduct</i>	41

Business Continuity Management and Workplace Violence Prevention

UPS is committed to a safe work environment that is free of threats, intimidation, and physical harm. Everyone has a right to work in a safe environment and everyone shares the responsibility for ensuring the safety of others. We have zero tolerance for workplace violence, and we will investigate and take appropriate action up to and including dismissal regarding any threats to a safe workplace.

UPS prohibits violent behavior in the workplace including, but not limited to, physical assaults, fighting, threatening comments, intimidation, threats through electronic communications including social media, and the intentional or reckless destruction of property of the company, employee, UPS representative, or customer. Comments or behavior that reasonably could be interpreted as intent to do harm to people or property will be considered a threat. We also prohibit the unauthorized possession and/or use of weapons by any employee or UPS representative while at work, on company property, or while on company business.

Any employee or representative who believes that he or she may be the target of violence or threats of violence, or is aware of violent or threatening conduct by, or directed at an employee or UPS representative that could result in injury to a person or the destruction of property, has a responsibility to immediately report the situation to his or her immediate supervisor or manager. If an individual is unable to do so, or prefers not to contact a supervisor or manager, the UPS Help Line should be used.

Additional information is available from a local Security Department or Incident Response Team leader. Refer to the section of this *Code* titled “Reporting Concerns, Asking Questions, and Voicing Opinions” and UPSers.com for information about the UPS Help Line.

Conflicts of Interest

We are expected to give our undivided business loyalty to UPS when conducting our job-related duties. Accordingly, we must be careful to avoid conflicts of interest—situations where our private interests conflict or even appear to conflict with the interests of UPS as a whole. Therefore, we should not place ourselves in situations that might force us inappropriately to choose between our personal or financial interests and the interests of UPS.

Conflicts of interest can arise in many common areas despite our best efforts to avoid them. When these situations occur, a UPS employee should promptly notify his or her manager of any actual, perceived, or potential